

**CONTRACT FOR DRUG TESTING SERVICES
COUNTY OF SAN LUIS OBISPO BEHAVIORAL HEALTH SERVICES**

THIS CONTRACT, is made and entered into between the County of San Luis Obispo, a public entity in the State of California, (hereafter "County") and Redwood Toxicology Laboratory, a California corporation, (hereafter "Contractor").

WITNESSETH

WHEREAS, County has need for professional services for processing and reporting of urine drug test samples to measure the degree of client compliance with substance abuse treatment requirements;

WHEREAS, Contractor is an entity conducting toxicology services for processing and reporting of urine drug test samples;

WHEREAS, Contractor is a qualified service provider and maintains the appropriate license with the State of California to provide diagnostic testing;

WHEREAS, Contractor is specially trained, experienced, expert and competent to perform such special services;

WHEREAS, Pursuant to Government Code, section 31000, the County may contract for special services on behalf of public entities including County Behavioral Health.

WHEREAS, Contractor is able to furnish such services under the terms and conditions of this Contract and in accordance with applicable law, including all federal and state rules and regulations pertaining to the provision of Medi-Cal services;

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and stipulations set forth herein, the parties agree as follows:

1. **Scope of Services.** County hereby engages Contractor to perform, and Contractor hereby agrees to perform for County, the services set forth on Exhibit A, attached hereto and incorporated herein by reference, all pursuant to the terms and conditions hereinafter set forth.
2. **Compensation.** Contractor shall be compensated by County for performing said services in accordance with Exhibit B, attached hereto and incorporated herein by reference.
3. **Effective Date and Duration.** The effective date and duration of this Contract shall be as specified on Exhibit C, attached hereto and incorporated herein by reference.
4. **General Conditions.** Contractor and County shall comply with all provisions of County's General Conditions, a copy of which is attached hereto as Exhibit D and incorporated herein by reference.
5. **Special Conditions.** Contractor and County shall comply with the special conditions attached hereto as Exhibit E and incorporated herein by reference. In the event of

conflicts between the provisions of the General Provisions and the Special Conditions, the provisions of the Special Conditions shall be controlling.

6. **Business Associate Agreement.** Contractor and County shall comply with the County's Business Associate Agreement in accordance with Exhibit F, a copy of which is attached hereto and incorporated herein by reference.
7. **Qualified Service Organization Agreement.** Contractor and County shall comply with all provisions of County's Qualified Service Organization Agreement attached hereto as Exhibit G and incorporated herein by reference.

IN WITNESS WHEREOF, County and Contractor have executed this Contract on the day and year set forth below.

CONTRACTOR
Redwood Toxicology Laboratory

By: 
Albert Berger, General Manager

Tax ID is held in confidential file

CONTRACTOR
Redwood Toxicology Laboratory

By: 
Barry Chapman, CFO

COUNTY COUNSEL

Approved as to form and legal effect.

RITA L. NEAL

COUNTY COUNSEL

By: _____

Shannon McIntyre
Deputy County Counsel

Date: _____

6/30/15

COUNTY OF SAN LUIS OBISPO,
A Public Entity in the State of California

By: _____

Chairman, Board of Supervisors

Date: _____

ATTEST

By: _____

County Clerk and Ex-Officio Clerk
of the Board of Supervisors

**EXHIBIT A
CONTRACT FOR DRUG TESTING SERVICES**

SCOPE OF SERVICES

1. Redwood Toxicology Laboratory

- a. Scope of Services: Contractor shall provide professional services for processing and reporting of urine drug test samples to measure the degree of client compliance with substance abuse treatment requirements.
- b. Contractor Service Specifications:
 - 1) Contractor shall provide analysis of up to 1600 urine samples per month for detection of drugs of abuse for clients referred from the County of San Luis Obispo Behavioral Health.
 - 2) Contractor must have and maintain a current and appropriate Clinical Laboratory Improvement Amendments (CLIA) certification for the diagnostic testing.
 - 3) Contractor shall establish and maintain accounts that allow the Behavioral Health to identify by numeric or alphanumeric code the various divisions for which they do testing.
 - 4) Drug test services are required per submitted urine sample. Tests must include results for Alcohol, Opiates, Cocaine, THC, Amphetamines (Meth), and Benzodiazepines. All specimen collection, transport, testing and reporting is to be consistent with NIDA/SAMHSA regulations and standards. Quantitative results are required for Creatinine and THC levels. Test results for synthetic Cannabinoids may also be requested.
 - 5) Test results shall be provided electronically to Behavioral Health, using format described in Exhibit A-1 of this contract, within one week of receiving the urine sample. Exhibit A-1 provides the requirements and format for test reporting currently used by Behavioral Health.
 - 6) Contractor shall provide Behavioral Health with all urine collection supplies, including, without limitation, Test Cup, Shipping Cup, Security Seal, Label and Shipping Charges; additional charges associated with the provision of supplies, including costs for shipping supplies, shall be the responsibility of the Contractor.
 - 7) Keep positive urine samples for a period of three (3) months.
 - 8) Provide Behavioral Health with any technical assistance related to drug test results.
 - 9) All drug testing services will be provided as described in Exhibit A-2, Pricing Schedule.
 - 10) Contractor shall maintain appropriate Medi-Cal certification through the County Behavioral Health or State Agencies as required.

- 11) Contractor shall be responsible for checking Medi-Cal eligibility of ongoing clients and claim filing.

c. County Service Specifications

- 1) County shall collect urine samples from program participants;
- 2) County shall implement chain of custody policies and procedures;
- 3) County shall enter data in the manifest for transporting samples;
- 4) County shall prepare samples for shipping and pick-up;
- 5) County shall electronically access drug testing results sent by Contractor;
- 6) County shall notify Contractor of any samples that need to be re-tested;
- 7) County shall provide Contractor with client list and up to four (4) identification values: Medi-Cal Policy, Medicare Part A Policy, Medicare Part B Policy, Medicare Part A & B Policy.

d. Data Reporting

- 1) Contractor shall provide urine-testing results electronically to Behavioral Health using the format described in Appendix A, located at the end of this Contract.
- 2) Contractor shall provide, in electronic format, to County a listing of monthly charges and Medi-Cal reimbursements itemized per client ID and date.
- 3) Contractor will not change the format of data exchange in any way without prior approval from County.

EXHIBIT B
CONTRACT FOR DRUG TESTING SERVICES
COUNTY OF SAN LUIS OBISPO BEHAVIORAL HEALTH SERVICES
COMPENSATION

1. Compensation:

- a. Prior to commencement of services, Contractor shall provide a valid, current taxpayer ID number to the San Luis Obispo County Auditor/Controller at: County Government Center, Room 300, San Luis Obispo, CA 93408. County shall pay to Contractor as compensation in full for all services performed by Contractor pursuant to this Contract, the following sums in the following manner:
- b. Price schedule is attached as Appendix 2 at the end of this Contract.
- c. The total maximum amount payable under this contract shall be three hundred thousand dollars (\$279,000.00). The maximum amount payable under this contract for the County fiscal year that ends June 30, 2016 is ninety three thousand dollars (\$93,000.00). The maximum amount payable under this contract for the County fiscal year that ends June 30, 2017 is ninety three thousand dollars (\$93,000.00). The maximum amount payable under this contract for the County fiscal year that ends June 30, 2018 is ninety three thousand dollars (\$93,000.00).
- d. The Contractor shall submit monthly expense reports by the 15th day of the second month of the first year of this contract, and by the 15th day of each month thereafter. The monthly expense reports shall be submitted to Behavioral Health Chief Fiscal Officer at 2180 Johnson Avenue, San Luis Obispo, CA 93401. The report shall show actual expenses for the prior full month and contract year to date by budget line item and by type of service.
 - 1) Contractor shall also provide to County, in electronic format, a listing of monthly charges and Medi-Cal reimbursements itemized per client ID and date in addition to the monthly paper invoice.
- e. County shall pay Contractor within thirty days from the billing date, except for any disputed items
- f. Any costs incurred by the Contractor over and above the sums obligated by the contract shall be at the sole risk and expense of the Contractor.
- g. Contractor agrees to accept risk for Medi-Cal exceptions related to deficiencies in documentation or any other areas of responsibility to County to the extent allowed by law. Contractor further agrees to be responsible for reimbursing County any revenues to be paid to the State or Federal government, including but not limited to exceptions resulting from Medi-Cal audit, or as identified through utilization review and medical review by insurance carriers or other auditors. Said reimbursements shall include all lost revenues, damages of any kind, costs and attorney fees incurred by the County, and other charges assessed against the County to the full extent allowed by law.

2. Billing:

- a. Contractor shall not bill clients for professional services performed pursuant to this Contract.
- b. All billings and collections for professional services shall be the responsibility of the County, with the exception of Medi-Cal, which shall be the responsibility of Contractor.
 - 1) Contractor shall bill Medi-Cal for all charges associated with Drug Medi-Cal eligible clients and accept payment from Medi-Cal for Drug Medi-Cal eligible clients. This Contract shall constitute an assignment by Contractor to County of all funds owing or collected for the professional services rendered by Contractor pursuant to this Contract or Contractor shall take all additional steps reasonably requested by County to assist in the billing and collection of funds due for professional services rendered. All funds collected with respect to professional services provided within the purview of this Contract shall be the exclusive property of County and the sole compensation of Contractor shall be as hereinabove provided.
 - 2) County shall be responsible for non-eligible Medi-Cal clients as well as any types of tests not covered by Medi-Cal.
 - 3) Contractor shall notify County of any Medi-Cal billing denials for each month and itemize them on each monthly invoice.

EXHIBIT C
CONTRACT FOR BEHAVIORAL HEALTH SERVICES

DURATION AND EFFECTIVE DATE

1. Effective Date.

This Contract shall be effective as of the date this Contract is signed by the Board of Supervisors for the County of San Luis Obispo, and that signator shall be the last to sign.

2. Service Date.

- a. Services shall commence on or after July 1, 2015 and shall end upon the end of the duration date.
- b. The County Board of Supervisors specifically acknowledges that in anticipation of execution of this contract, services within the scope of this contract may have been provided in reliance on assurances that this contract would be executed by the parties on the effective date. The services may have been rendered from July 1, 2015 to the date the Board of Supervisors is executing this contract and which were intended in the best interest of the public health and welfare. The Board of Supervisors expressly authorizes the retroactive effective date under this contract to July 1, 2015. The Board of Supervisors also expressly authorizes payment for those services accepted by the County at the same rates and under the same terms and conditions as stated in this contract, even though this contract is being signed after July 1, 2015.
- c. If any services from July 1, 2015 until the effective date have been paid by a purchase order via the County Purchasing Agent, that amount shall be deducted from this contract.

3. Duration Date.

This contract shall remain in effect from the effective date stated above until June 30, 2018, unless terminated sooner pursuant to Sections 6 or 7 of Exhibit D.

**EXHIBIT D
CONTRACT FOR DRUG TESTING SERVICES**

GENERAL CONDITIONS

1. Independent Contractor.

Contractor shall be deemed to be an independent contractor of County. Nothing in this contract shall be construed as creating an employer-employee relationship, partnership or a joint venture relationship. Nothing in this contract authorizes or permits the County to exercise discretion or control over the professional manner in which Contractor provides services. Contractor's services shall be provided in a manner consistent with all applicable standards and regulations governing such services.

2. No Eligibility for Fringe Benefits.

Contractor understands and agrees that Contractor and its personnel are not, and will not be, eligible for membership in or any benefits from any County group plan for hospital, surgical, or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.

3. Warranty of Contractor for Provision of Services.

Contractor shall obtain and shall keep in full force and effect during the term of this Contract all permits, registrations and licenses necessary to accomplish the work specified in the Contract. Contractor shall furnish qualified professional personnel as prescribed by Title 9 of the California Code of Regulations, the Business and Professions Code, and all other applicable laws for the type of services rendered under this Contract. Contractor warrants that it, and each of the personnel employed or otherwise retained by Contractor, will at all times, to the extent required by law, be properly certified and licensed throughout the entire duration of this Contract under the local, state and federal laws and regulations applicable to the provision of services herein.

4. Warranty of Contractor re Compliance with all Laws.

Contractor shall keep informed of, observe, comply with, and cause all of its agents and personnel to observe and comply with all laws, rules, regulations, and administrative requirements adopted by federal, state, and local governments which in any way affect the conduct of work under this Contract. If any conflict arises between provisions of the scope of work or specifications in this Contract and any law, then the Contractor shall immediately notify the County in writing.

5. Power and Authority of Contractor.

If the Contractor is a corporation, Contractor represents and warrants that it is and will remain, throughout the term of this Contract, either a duly organized, validly existing California corporation in good standing under the laws of the State of California or a duly organized, validly existing foreign corporation in good standing in the state of incorporation and authorized to transact business in the State of California.

6. Termination for Cause.

If the County determines that there has been a material breach of this Contract by Independent Contractor that poses a threat to health and safety, the County may immediately terminate the Contract. In addition, if any of the following occur, County shall have the right to terminate this Contract effective immediately upon giving written notice to the Independent Contractor:

- a. Contractor fails to perform his duties to the satisfaction of the County; or
- b. Contractor fails to fulfill in a timely and professional manner his obligations under this Contract; or
- c. Contractor fails to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the County; or
- d. Any requisite licenses or certifications held by Contractor are terminated, suspended, reduced, or restricted; or
- e. Contractor has not, to the satisfaction of the County, documented or has not sufficiently documented services provided by Contractor, which includes without limitation, failure to meet industry standards or failure to satisfy any special requirements needed by third party payors or federal or state funding agencies; or
- f. Contractor has failed or refused to furnish information or cooperate with any inspection, review or audit of Contractor's program or County's use of Contractor's program. This includes interviews or reviews of records in any form of information storage; or
- g. Contractor fails to comply with any provision of the Mental Health Compliance Plan, Cultural Competency Plan, and Code of Ethics.

All obligations to provide services shall automatically terminate on the effective date of termination.

For all other material breaches of this Contract, County must give Contractor written notice setting forth the nature of the breach. If Contractor fails to remedy said breach within ten (10) days from the date of the written notice, County may terminate the Contract. Contractor shall thereafter have no further rights, powers, or privileges against County under or arising out of this Contract.

In the event a breach does not result in termination, but does result in costs being incurred by County, said costs shall be charged to and paid by Independent Contractor, which costs may include, but are not limited to, costs incurred by County in investigating and communicating with Contractor regarding said breach, including staff time.

7. Termination for Convenience.

Either party may terminate this Contract at any time by giving the other party at least 30 calendar days' written notice of termination for convenience ("Notice of Termination for Convenience"). Termination for convenience shall be effective at 11:59 p.m., Pacific Standard Time, on the intended date for termination (the "Termination Date"). The terminating party shall deliver to the other party a notice specifying the date upon which such termination will become effective, which shall be at least 30 calendar days after the date of the notice.

Termination for convenience shall have no effect upon the rights and obligations of the parties arising out of any services, which were provided prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of termination. After receiving a Notice of Termination for Convenience, Contractor shall, unless directed by County, place no further subcontracts for services or materials, terminate all subcontracts to the extent they relate to the work terminated, and settle all outstanding liabilities arising from the termination of subcontracts.

Neither this section nor Section 6 of this Exhibit apply to a decision by either party not to exercise an option to renew this contract.

8. Power to Terminate.

Termination of this Contract may be effectuated by the Health Agency Director without the need for action, approval, or ratification by the Board of Supervisors.

9. Non-Assignment of Contract.

Inasmuch as this Contract is intended to secure the specialized services of the Contractor, Contractor shall not delegate, assign, or otherwise transfer in whole or in part its rights or obligations under this contract without the prior written consent of County which cannot be unreasonably withheld. Any such assignment, transfer, or delegation without the County's prior written consent shall be null and void.

10. Entire Agreement and Modifications.

This Contract supersedes all previous contracts between the parties hereto on the same subject matter and constitutes the entire understanding of the parties hereto on the subject matter of this Contract. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this contract, Contractor relies solely upon the provisions contained in this Contract and no others.

11. Governing Law and Venue.

This Contract shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of laws provisions. All of the parties' rights and obligations created hereunder shall be performed in the County of San Luis Obispo, State of California and such County shall be the venue for any action or proceeding that may be brought, or arise out of, this contract.

12. Waiver.

No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Contract shall impair any such right power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right power or privilege or the exercise of any other right, power or privilege. No waiver shall be valid unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

13. Severability.

The Contractor agrees that if any provision of this Contract is found to be invalid, illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Upon determination that any term or provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this contract so as to affect the original intent of the parties as closely as possible.

14. Nondiscrimination.

Contractor agrees that it will abide by all Federal and State labor and employment laws and regulations pertaining to unlawful discrimination prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sexual orientation, disability or national origin, and those conditions contained in Presidential Executive Order number 11246.

15. Notices.

All notices given or made pursuant hereto shall be in writing and shall be deemed to have been duly given if delivered personally, mailed by registered or certified mail (postage paid, return receipt requested) or sent by a nationally recognized overnight courier (providing proof of delivery) to the parties at the following addresses or sent by electronic transmission to the following facsimile numbers (or at such other address or facsimile number for a party as shall be specified by like notice):

Anne Robin, LMFT
Behavioral Health Services Administrator
2180 Johnson Avenue
San Luis Obispo, CA 93401-4535

And to Contractor at:

Albert Berger, General Manager
Redwood Toxicology Laboratory
3650 Westwind Blvd.
Santa Rosa, CA 95403

Any such notice shall be deemed to have been received if: (a) in the case of personal delivery or facsimile transmission with confirmation retained, on the date of such delivery or transmission; (b) in the case of nationally recognized overnight courier, on the next business day after the date sent; (3) in the case of mailing, on the third business day following posting.

16. Inspection Rights.

The Contractor shall allow the County to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this Contract and to inspect evaluate and audit any and all books, records, and facilities maintained by Contractor and subcontractors, pertaining to such service at any time during normal business hours. Books

and records include, without limitation, all physical records originated or prepared pursuant to the performance under this Contract including work papers, reports, financial records and books of account. Upon request, at any time during the period of this Contract, and for a period of five years thereafter, the Contractor shall furnish any such record, or copy thereof, to County.

17. Headings.

The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract.

18. Signatory Authority.

Contractor warrants that it has full power and authority to enter into and perform this Contract, and the person signing this Contract warrants that he/she has been properly authorized and empowered to enter into this Contract.

19. Indemnification and Limitation of Liability.

Contractor shall indemnify, defend, and hold harmless the County and its officers, agents, employees, and volunteers from and against all third party claims, demands, damages, liabilities, loss, costs, and expense (including attorney's fees and costs of litigation) of every nature arising out of or in connection with Contractor's performance or attempted performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by sole negligence or willful misconduct of the County.

20. Insurance.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- a. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 or similar form covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. **Automobile Liability, if applicable:** ISO Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- c. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage shall also include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County

will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

(Not required if Contractor provides written verification it has no employees)

- d. **Professional Liability/Errors and Omissions:** Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.
- e. **Additional Insured Status:** The County, its officers, officials, employees, and volunteers are to be covered as insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms, or similar forms, if later revisions used).
- f. **Primary Coverage:** For any claims related to this contract, the Contractor's General and Liability and Auto Liability insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- g. **Notice of Cancellation:** Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the County.
- h. **Failure to Maintain Insurance:** Contractor's failure to maintain or to provide acceptable evidence that it maintains the required insurance shall constitute a material breach of the Contract, upon which the County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from Contractor resulting from said breach.
- i. **Waiver of Subrogation:** Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- j. **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- k. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- l. **Claims Made Policies:** If any of the required policies provide coverage on a claims-made basis:

- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- m. **Separation of Insureds:** General liability policy shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
- n. **Verification of Coverage:** Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- o. **Certificates and copies of any required endorsements shall be sent to:**
 San Luis Obispo County
 Behavioral Health Department
 2180 Johnson Avenue
 San Luis Obispo, CA 93401
 Attention: Amy Olson

21. Nonappropriation of Funds.

During the term of this Contract, if the State or any federal government terminates or reduces it's funding to County for services that are to be provided under this Contract, then County may elect to terminate this Contract by giving written notice of termination to Contractor effectively immediately or on such other date as County specifies in the notice. In the event that the term of this Contract extends into fiscal year subsequent to that in which it was approved by the County, continuation of the Contract is contingent on the appropriation of funds by the San Luis Obispo County Board of Supervisors or, if applicable, provision of State or Federal funding source. If County notifies Contractor in writing that the funds for this Contract have not been appropriated or provided, this Contract will terminate. In such an event, the County shall have no further liability to pay any funds to the Contractor or to furnish any other consideration under this Contract, and the Contractor shall not be obligated to perform any provisions of this Contract or to provide services intended to be funded pursuant to this Contract. If partial funds are appropriated or provided, the County shall have the option to either terminate this Contract with no liability to the County or offer a Contract amendment to the Contractor to reflect the reduced amount.

22. Force Majeure.

Neither the County nor the Contractor shall be deemed in default in the performance of the terms of this contract if either party is prevented from performing the terms of this Contract by causes beyond its control, including without limitation: acts of God; rulings or decisions by municipal, Federal, States or other governmental bodies; any laws or regulations of such municipal, Federal, States or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. Any party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay. The party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance under this Contract.

23. Fiscal Controls.

Contractor shall adhere to the accounting requirements, financial reporting, and internal control standards as described in the Auditor-Controller Contract Accounting and Administration Handbook, (Handbook) which contains the minimum required procedures and controls that must be employed by Contractor's accounting and financial reporting system, and which is incorporated herein by reference. The handbook may be modified from time to time and contractor shall comply with modifications from and after the date modified. Contractor shall require subcontractors to adhere to the Handbook for any services funded through this contract, unless otherwise agreed upon in writing by County.

- a. The Handbook is available at <http://www.slocounty.ca.gov/AC/>, under Policies and Procedures or at the Auditor-Controller's Office, 1055 Monterey Street Room D220, County Government Center, San Luis Obispo CA, 93408,
- b. The Office of Management and Budget (OMB) circulars are available at <http://www.whitehouse.gov/omb/circulars>.

24. State Audit.

Pursuant to California Government Code section 8546.7, every county contract involving the expenditure of funds in excess of ten thousand dollars (\$10,000) is subject to examination and audit of the State Auditor for a period of three years after final payment under the contract.

25. Nondisclosure.

All reports, information, documents, or any other materials prepared by Contractor under this Contract are the property of the County unless otherwise provided herein. Such reports, information, documents and other materials shall not be disclosed by Contractor without County's prior written consent. Any requests for information shall be forwarded to County along with all copies of the information requested. County shall make sole decision whether and how to release information according to law.

26. Conflict of Interest.

Contractor acknowledges that Contractor is aware of and understands the provisions of Sections 1090 et seq. and 87100 et seq. of the Government Code, which relate to conflict of interest of public officers and employees. Contractor certifies that Contractor is unaware

of any financial or economic interest of any public officer or employee of the County relating to this Contract. Contractor agrees to comply with applicable requirements of Government Code Section 87100 et seq. during the term of this Contract.

27. Immigration Reform and Control Act.

Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Contract are aware of and understand the Immigration Reform and Control Act ("IRCA") of 1986, Public Law 99-603. Contractor certifies that Contractor is and shall remain in compliance with ICRA and shall ensure that any subcontractors hired by Contractor to perform services under this Contract are in compliance with IRCA.

28. Third Party Beneficiaries.

It is expressly understood that the enforcement of the terms and conditions and all rights of action related to enforcement, shall be strictly reserved to County and Contractor. Nothing contained in this contract shall give or allow a claim or right of action whatsoever by any other third person.

29. Tax Information Reporting.

Upon request, Contractor shall submit its tax identification number or social security number, whichever is applicable, in the form of a signed W-9 form, to facilitate appropriate fiscal management and reporting.

30. Delegation of Authority.

The component of services covered in this Contract and the related compensation rates are anticipated types and rates for services. Accordingly, the Board of Supervisors delegates to the Behavioral Health Administrator the authority to amend this Contract to exchange, delete, or add to the types of services and/or to increase compensation to Contractor up to the change order limits specified in the County's Contracting for Services Policy.

Any amendment made pursuant to a delegation of authority will only be effective if, prior to the commencement of services or extension of said Contract, the amendment is memorialized in writing, is approved by County Counsel, and is signed by the Behavioral Health Administrator and does not exceed the change order limits. This delegation of authority is expressly limited as stated herein.

EXHIBIT E
CONTRACT FOR DRUG TESTING SERVICES

SPECIAL CONDITIONS

1. Compliance with Health Care Laws.

Contractor agrees to abide by all applicable local, State and Federal laws, rules, regulations, guidelines, and directives for the provision of services hereunder, including without limitation, the applicable provisions of the Civil Code, Welfare and Institutions Code, the Health and Safety Code, the Family Code, the California Code of Regulations, the Code of Federal Regulations, and the Health Insurance Portability and Accountability Act. This obligation includes, without limitation, meeting delivery of service requirements, guaranteeing all client's rights provisions are satisfied, and maintaining the confidentiality of patient records.

2. No Discrimination In Level Of Services.

As a condition for reimbursement, Contractor shall provide to and ensure that clients served under this Contract receive the same level of services as provided to all other clients served regardless of status or source of funding.

3. Nondiscrimination.

Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human services, effective June 2, 1977, and found in the Federal Register, Volume 42, No.86 dated May 4, 1977.

Contractor shall comply with the provisions of the Americans with Disabilities Act of 1990, the Fair Employment and Housing Act (Government Code section 12900 et seq.) and the applicable regulation promulgated thereunder (Title 2 Section 7285 et seq.) The Contractor shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, access to programs or activities, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical handicap.

4. Quality Assurance.

Contractor agrees to conduct a program of quality assurance and program review that meets all requirements of the State Department of Health Care Services. Contractor agrees to cooperate fully with program monitoring or other programs that may be established by County to promote high standards of mental health care to clients at economical costs.

5. Compliance Plan.

Contractor and its employees, contractors and agents shall read, acknowledge receipt, and comply with all provisions of the latest edition of the County Mental Health Compliance Plan and Code of Ethics ("Compliance Plan"). The Compliance Plan includes policies and procedures that are designed to prevent and detect fraud, waste and abuse in federal health care programs, as required by Section 6032 of the Deficit Reduction Act ("DRA"). Failure to comply with any Compliance Plan provision, including without limitation, DRA compliance provisions is a material breach of this Contract and grounds for termination for cause. The ethics plan ensures that the conduct of employees reflects the principles of the Mental Health Department to treat consumers, the general public, and other employees with integrity, honesty, courtesy, fairness and to adhere to the requirements set by various federal and statute regulatory agencies. Contractor agrees that all staff employed by Contractor will follow these ethical standards, including compliance with state and federal regulations for safeguarding client information.

Contractor will certify, on an annual basis, that it and all of its employees, contractors and agents have read and received a copy of the Compliance Plan and agree to abide by its provisions, and will orientate staff to enforce established standards to ensure organizational and individual compliance. In addition, at the time Contractor hires a new employee, contractor or agent, Contractor will certify that the individual has read and received a copy of the Compliance Plan and agrees to abide by its provisions.

6. Compliance with County Cultural Competence Plan.

Contractor will meet cultural, ethnic and linguistic backgrounds of the clients served, in accordance with the County Cultural Competence Plan, including access to services in the appropriate language and/or reflecting the appropriate culture or ethnic group. Contractor will certify, on an annual basis, that it and all of its employees, contractors and agents have read and received a copy of the County Cultural Competence Plan and agree to abide by its provisions. Contractor will use professional skills, behaviors, and attitudes in its system that ensures that the system, or those being seen in the system, will work effectively in a cross cultural environment.

7. Training Program.

Contractor will participate in training programs as provided in Title 22 of the California Code of Regulations, Health Information Portability and Accountability Act, and other appropriate regulations, and as required by County.

8. Record keeping and reporting of services.

Contractor shall:

- a. Provide urine-testing results electronically to Drug and Alcohol Services, using format described in EXHIBIT A-1 of this contract, within one week of submission. EXHIBIT A-1 provides the requirements and format for test reporting currently used by San Luis Obispo County.

9. Service to Others.

It is acknowledged that during the term of this contract, Contractor may be providing services to others unrelated to County or to this Contract.

10. Confidentiality.

Contractor shall abide by all applicable local, State and federal laws, rules, regulations, guidelines, and directives regarding the confidentiality and security of patient information, including without limitation, Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code Sections 14100 and 5328 et seq., Section 431.300 et seq. of Title 42 of the Code of Federal Regulations, the Health Insurance Portability and Accountability Act (HIPAA) and its implementing regulations, including but not limited to Title 45 CFR Parts 142, 160, 162 and 164, and the provisions of Exhibit F, and the Business Associate Agreement attached to this Contract and incorporated by this reference. Any conflict between the terms and conditions of this Contract and the Business Associate Agreement are to be read so that the more legally stringent terms and obligations of the Contractor shall control and be given effect. Contractor shall not disclose, except as otherwise specifically permitted by the Contract or authorized by the client/patient or the law, any such identifying information without prior written authorization in accordance with State and Federal laws.

11. Warranty of Contractor Facilities.

Contractor shall obtain and maintain for the duration of this contract, appropriate licenses, permits, and certificates required by all local State and Federal mandates applicable to the facilities where it provides services under this Contract.

12. Gifts.

Gifts may not be charged to this Contract, whether to Contractor staff or anyone else.

13. Disentanglement.

Contractor warrants that in the event of any expiration or termination of this Contract, Contractor will take all actions necessary to accomplish a complete and timely transition to the County, or to any replacement provider, of the Services being terminated (a "Disentanglement") without any material impact on the Services. Contractor shall cooperate with County and otherwise take all steps reasonably required to assist County in effecting a complete and timely Disentanglement. Contractor shall provide County with all information regarding the Services or is otherwise needed for Disentanglement.

14. Title 9.

Contractor agrees to follow all requirements of Title 9 California Code of Regulations including, but not limited to:

Sections 9530(f) and 9530(k)(2):

Section 9532(b)(1):

Sections 9545(b), 9545(d), 9545(e), 9545(g), 9545(h).

15. Program Certification.

Contractor must maintain throughout the term of this Contract, and any renewal thereof, program certification as provided by the State Department of Alcohol and Drug Programs or California Association of Recovery Resources.

16. Disposition of Records if Contractor Stops Providing Services.

If, for any reason, Contractor ceases to provide services required under this contract, upon demand of the County Drug and Alcohol Services Administrator, the Contractor shall surrender all case records of all county clients including all current and past County clients.

17. State of California Standards.

Contractor recognizes and acknowledges that it is a subcontractor to County's Agreement with the State of California Department of Alcohol and Drug Programs (ADP). Pursuant to terms of said agreement at Exhibit B section QQ, the provisions Exhibit B, sections A-QQ, which can be accessed online at [http://www.adp.ca.gov/NNA/pdf/NNA-DMC_06-07_Boilerplate-Exhibit_B-Final_\(Corrected_3-30-07\).pdf](http://www.adp.ca.gov/NNA/pdf/NNA-DMC_06-07_Boilerplate-Exhibit_B-Final_(Corrected_3-30-07).pdf), are incorporated herein by reference. To the extent applicable to Contractor as County's subcontractor, Contractor shall comply with the terms and conditions provided therein. Any breach of said terms shall be considered a material breach of this contract.

18. Confidentiality of Substance Abuse Treatment.

Substance abuse treatment information, including without limitation, the identity of program participants or the fact that services are being provided is confidential and may not be disclosed except as authorized by law. Contractor and its officers, agents and employees agree to obey all applicable laws and regulations, including without limitation the provisions of the Health Information Portability and Accountability Act, The Public Health Service Act (42 U.S.C. 290ee-3), Title 42 of the Code of Federal Regulations, Exhibit F, and any other applicable Federal, State or local laws, regulations, directives, or guidelines.

19. Standard for Security Configurations, if applicable.

For those Contractors accessing County's Anasazi system, County shall not provide the Contractor with computer support in connection with the performance of this Contract. The County and Contractor shall be aware of and exclusively responsible for all legal implications of the County providing the Contractor with Computer support in connection with the performance of this contract.

- a. The Contractor shall configure its computers with the applicable United States Government Configuration Baseline (USGCB) and ensure that its computers have and maintain the latest operating system patch level and anti-virus software level.
- b. The Contractor shall apply approved security configurations to information technology (IT) that is used to process information on behalf of County. The following security configuration requirements apply: USGCB
- c. The Contractor shall ensure IT applications operated on behalf of the County are fully functional and operate correctly on systems configured in accordance with the above configuration requirements. The Contractor shall test applicable product versions with all relevant and current updates and patches installed. The Contractor shall ensure currently supported versions of information technology products met the latest USGCB major version and subsequent major versions.

- d. The Contractor shall ensure IT applications designed for end users run in the standard user context without requiring elevated administrative privileges.
- e. The Contractor shall ensure hardware and software installation, operation, maintenance, update, and patching will not alter the configuration settings or requirements specified above.
- f. The Contractor shall ensure that its subcontractors (at all tiers) which perform work under this contract comply with the requirements contained in this clause.
- g. The Contractor shall ensure that computers which store PHI and/or PII locally have hard drive encryption installed and enabled.

EXHIBIT F
CONTRACT FOR DRUG TESTING SERVICES
BUSINESS ASSOCIATE AGREEMENT

1. General Provisions and Recitals.

A. All terms used, but not otherwise defined below herein, have the same meaning as in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and their implementing regulations at 45 CFR Parts 160 through 165 ("HIPAA regulations") (collectively along with state law privacy rules as "HIPAA Laws") as they may exist now or be hereafter amended.

B. A business associate relationship under the HIPAA laws between Contractor and County arises to the extent that Contractor performs, or delegates to subcontractors to perform, functions or activities on behalf of County under the Agreement.

C. County wishes to disclose to Contractor certain information pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI"), as defined by the HIPAA laws, to be used or disclosed in the course of providing services and activities pursuant to, and as set forth, in the Agreement.

D. The parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement in compliance with the applicable standards, implementation specifications, and requirements of the HIPAA laws.

E. The HIPAA Privacy and Security rules apply to Contractor in the same manner as they apply to County. Contractor agrees therefore to be in compliance at all times with the terms of this Business Associate Agreement and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement.

2. Definitions.

A. "Administrative Safeguards" are administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic PHI and to manage the conduct of Contractor's workforce in relation to the protection of that information.

B. "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA laws which compromise the security or privacy of the PHI.

(1) Breach excludes:

(a) Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of Contractor or County, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or

disclosure in a manner not permitted under the Privacy Rule.

(b) Any inadvertent disclosure by a person who is authorized to access PHI at Contractor to another person authorized to access PHI at the Contractor's, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule.

(c) A disclosure of PHI where Contractor or County has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

(2) Except as provided in paragraph (a) of this definition, an acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach unless Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:

(a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

(b) The unauthorized person who used the PHI or to whom the disclosure was made;

(c) Whether the PHI was actually acquired or viewed; and

(d) The extent to which the risk to the PHI has been mitigated.

C. "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

D. "Physical Safeguards" are physical measures, policies, and procedures to protect Contractor's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion required by the HIPAA laws.

E. "County PHI" means either: (1) PHI disclosed by County to Contractor; or (2) PHI created, received, maintained, or transmitted by Contractor pursuant to executing its obligations under the Contract.

3. Obligations and Activities of Contractor as a Business Associate.

A. Contractor agrees not to use or further disclose County PHI other than as permitted or required by this Business Associate Agreement or as required by law.

B. Contractor agrees to use appropriate safeguards and other legally-required safeguards to prevent use or disclosure of County PHI other than as provided for by this Business Associate Agreement.

C. Contractor agrees to comply with the HIPAA Security Rule at Subpart C of 45 CFR Part 164 with respect to electronic County PHI.

D. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a Use or Disclosure of County PHI by Contractor in violation of the requirements of this Business Associate Agreement or HIPAA laws.

E. Contractor agrees to report to County immediately any Use or Disclosure of PHI not provided for by this Business Associate Agreement of which Contractor becomes aware. Contractor must report Breaches of Unsecured PHI in accordance with the HIPAA laws.

F. Contractor agrees to ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of Contractor agree to the same restrictions and conditions that apply through this Business Associate Agreement to Contractor with respect to such information.

G. Contractor agrees to provide access, within ten (10) calendar days of receipt of a written request by County, to PHI in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under 45 CFR § 164.524 or any other provision of the HIPAA laws.

H. Contractor agrees to make any amendment(s) to PHI in a Designated Record Set that County directs or agrees to pursuant to 45 CFR § 164.526 at the request of County or an Individual, within fifteen (15) calendar days of receipt of said request by County. Contractor agrees to notify County in writing no later than ten (10) calendar days after said amendment is completed.

I. Contractor agrees to make internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by Contractor on behalf of, County available to County and the Secretary in a time and manner as determined by County or as designated by the Secretary for purposes of the Secretary determining County's compliance with the HIPAA Privacy Rule.

J. Contractor agrees to document any Disclosures of County PHI or Contractor creates, receives, maintains, or transmits on behalf of County, and to make information related to such Disclosures available as would be required for County to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.

K. Contractor agrees to provide County or an Individual, as directed by County, in a time and manner to be determined by County, any information collected in accordance with the Agreement, in order to permit County to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with the HIPAA laws.

L. Contractor agrees that to the extent Contractor carries out County's obligation under the HIPAA Privacy and/or Security rules Contractor will comply with the requirements of 45 CFR Part 164 that apply to County in the performance of such obligation.

M. Contractor shall work with County upon notification by Contractor to County of a Breach to properly determine if any Breach exclusions exist.

4. Security Rule.

A. Contractor shall comply with the requirements of 45 CFR § 164.306 and establish and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR § 164.308, § 164.310, § 164.312, and § 164.316 with respect to electronic County PHI or Contractor creates, receives, maintains, or transmits on behalf of County. Contractor shall follow generally accepted system security principles and the requirements of the HIPAA Security Rule pertaining to the security of electronic PHI.

B. Contractor shall ensure that any Subcontractors that create, receive, maintain, or transmit electronic PHI on behalf of Contractor agree through a contract with Contractor to the same restrictions and requirements contained this Business Associate Agreement.

C. Contractor shall report to County immediately any Security Incident of which it becomes aware. Contractor shall report Breaches of Unsecured PHI in accordance with Paragraph E below and as required by 45 CFR § 164.410.

5. Breach Discovery and Notification.

A. Following the discovery of a Breach of Unsecured PHI, Contractor shall notify County of such Breach, however both parties agree to a delay in the notification if so advised by a law enforcement official pursuant to 45 CFR § 164.412.

(1) A Breach shall be treated as discovered by Contractor as of the first day on which such Breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor.

(2) Contractor shall be deemed to have knowledge of a Breach, if the Breach is known, or by exercising reasonable diligence would have known, to any person who is an employee, officer, or other agent of Contractor, as determined by federal or state common law of agency.

(3) Contractor's notification may be oral, but shall be followed by written notification within 24 hours of the oral notification.

B. Notices shall be sent to the following address:

Anne Robin, LMFT
Behavioral Health Administrator
2180 Johnson Avenue
San Luis Obispo, CA 93401-4535

C. Contractor's notification shall include, to the extent possible:

(1) The identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Contractor to have been, accessed, acquired, used, or disclosed during the Breach;

(2) Any other information that County is required to include in the notification to Individual under 45 CFR §164.404 (c) at the time Contractor is required to notify County or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR §

164.410 (b) has elapsed, including:

- (a) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
- (b) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (c) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
- (d) A brief description of what Contractor is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and
- (e) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.

D. County may require Contractor to provide notice to the Individual as required in 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the County.

E. In the event that Contractor is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, Contractor shall have the burden of demonstrating that Contractor made all notifications to County consistent with this Paragraph E and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.

F. Contractor shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.

G. Contractor shall provide County all specific and pertinent information about the Breach, including the information listed above, if not yet provided, to permit County to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than ten (10) calendar days after Contractor's initial report of the Breach to County.

H. Contractor shall continue to provide all additional pertinent information about the Breach to County as it may become available, in reporting increments of five (5) business days after the last report to County. Contractor shall also respond in good faith to any reasonable requests for further information, or follow-up information after report to County, when such request is made by County.

I. Contractor shall bear all expense or other costs associated with the Breach and shall reimburse County for all expenses County incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other costs associated with addressing the Breach.

J. Contractor shall train and use reasonable measures to ensure compliance with the

requirements of this Exhibit by employees who assist in the performance of functions or activities on behalf of County under this Contract and use or disclose protected information; and discipline employees who intentionally violate any provisions.

6. Permitted Use and Disclosure by Contractor.

A. Contractor may use or further disclose County PHI as necessary to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by County except for the specific Uses and Disclosures set forth below.

(1) Contractor may use County PHI, if necessary, for the proper management and administration of Contractor.

(2) Contractor may disclose PHI County discloses to Contractor for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor, if:

(a) The Disclosure is required by law; or

(b) Contractor obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person and the person immediately notifies Contractor of any instance of which it is aware in which the confidentiality of the information has been breached.

(3) Contractor may use or further disclose County PHI to provide Data Aggregation services relating to the Health Care Operations of Contractor.

B. Contractor may use County PHI, if necessary, to carry out legal responsibilities of Contractor.

C. Contractor may use and disclose County PHI consistent with the minimum necessary policies and procedures of County.

D. Contractor may use or disclose County PHI as required by law.

7. Obligations of County.

A. County shall notify Contractor of any limitation(s) in County's notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Contractor's Use or Disclosure of PHI.

B. County shall notify Contractor of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Contractor's Use or Disclosure of PHI.

C. County shall notify Contractor of any restriction to the Use or Disclosure of PHI that County has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Contractor's Use or Disclosure of PHI.

D. County shall not request Contractor to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by County.

8. Business Associate Termination.

A. Upon County's knowledge of a material breach or violation by Contractor of the requirements of this Business Associate Agreement, County shall:

- (1) Provide an opportunity for Contractor to cure the material breach or end the violation within thirty (30) business days; or
- (2) Immediately terminate the Agreement, if Contractor is unwilling or unable to cure the material breach or end the violation within (30) calendar days, provided termination of the Agreement is feasible.

B. Upon termination of the Agreement, Contractor shall either destroy or return to County all PHI Contractor received from County or Contractor created, maintained, or received on behalf of County in conformity with the HIPAA Privacy Rule.

- (1) This provision shall apply to all PHI that is in the possession of Subcontractors or agents of Contractor.
- (2) Contractor shall retain no copies of the PHI.
- (3) In the event that Contractor determines that returning or destroying the PHI is not feasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon determination by County that return or destruction of PHI is infeasible, Contractor shall extend the protections of this Business Associate Agreement to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as Contractor maintains such PHI.

C. The obligations of this Business Associate Agreement shall survive the termination of the Contract.

EXHIBIT G
CONTRACT FOR DRUG TESTING SERVICES
QUALIFIED SERVICE ORGANIZATION AGREEMENT

1. Contractor agrees that it is a Qualified Service Organization to the County within the meaning of 42 Code of Federal Regulations sections 2.11 and 2.12.
2. Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any patient records from County or through performing its obligations per this contract the programs, Contractor is fully bound by 42 Code of Federal Regulations Part 2 and analogous state laws.
3. Contractor further agrees that if necessary, it will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by 42 Code of Regulations Part 2.

APPENDIX 1 SCOPE OF WORK – DATA REPORTING REQUIREMENTS

Appendix A

Result File Format

The Results file is an ASCII file with each field surrounded by quotes and delimited by commas. Size as listed below specifies the maximum size of each field. Thus, Alphanumeric 35 is an alphanumeric field that can contain up to 35 characters. Unused fields must have "" (quotes) present.

There are four record types that are identified by the leading field in each line. They are:

D	Definition Record
H	Header Record
R	Result Record
C	Control Record

Definition Record

Each definition record contains a description of a data field that is used repeatedly in the other data records. There is exactly one record for each unique value of the data field. The definition records can be used to update and/or create lookup tables for the coded data elements. There are three fields which generate definition records: 1) Agency Code - Specifies which customer a set of results is for, 2) Test Code - Specifies which test the result is for, and 3) Result Code - specifies a result type for a particular test. The Result Code is a combination of a Test Code, a dash - and a Result Code. The primary result for a test is always identified as 000. There can be multiple results for each test that primarily provide more specific result information. For example, if Test Code 845 (Amphetamines) has a primary result of positive there would be an additional result or results indicating the presence of Methamphetamines and/or amphetamines in particular.

Field definitions follow:

Definition Record Layout		
Field Name	Description	Format
Record Type	Identifies type of record	Always D
Data Field Name	The name of a data field that is used in the other record types.	Currently, will be one of the following: <i>Agency Code</i> <i>Test Code</i> <i>Result Code</i>
Data Field Value	The value of the field as it appears in the other record types.	
Data Field Description	Specifies what the data field value represents.	For <i>Agency Code</i> this field contains the name of the agency.

The information in this document is confidential and proprietary to
San Luis Obispo County Drug and Alcohol Services

Page 1 of 9

Header Record

Each Header Record contains the identifying information for an individual specimen.

Field definitions follow:

Header Record Layout		
Field Name	Description	Format
Record Type	Identifies type of record	Always H
Accession	<p>Unique identifier for each sample. Links result records to their corresponding header record.</p> <p>This is lab_sample_id from the Horizon permanent_ids table that is retrievable using the HSN.</p>	<p>YYMMDD-####</p> <p>4-digit Year, Month, and Day followed by a sequential number (00001-99999).</p> <p>The sequential number is formatted as 5 digits with leading zeroes.</p>
Agency Code	<p>Account Number</p> <p>Name of account is provided in the corresponding definition record.</p> <p>This comes from cust_id in the permanent_ids tables and is retrieved using the HSN.</p>	4 to 6 Digits (0-9)
Identification	<p>Sample ID as it appears on the sample bottle. This is generally a patient identifier such as name, social security number or other identifying information. It serves to uniquely identify the patient.</p> <p>This is cust_sample_id in the permanent_ids tables and is retrieved using the HSN.</p>	Alphanumeric
Requisition Number	<p>This is the unique identifier for the specimen. This is required for the Web Tox and UT System. The value ties the result to the already existing specimen record.</p> <p>This is original_coc in the samples</p>	Numeric.

The information in this document is confidential and proprietary to
 San Luis Obispo County Drug and Alcohol Services
 Page 2 of 9

Header Record Layout		
Field Name	Description	Format
	table and is retrieved using the HSN.	
Collected By	<p>The collector of the sample.</p> <p>This can come from Address using samples.collect_addr. However, this requires that the collector be set up in the address table. When a suitable and useable way is found to store a free-text entered Collector (such as aux_data) then that value should be employed when collect_addr is null.</p>	Alphanumeric
Collected Date	<p>Date the sample was collected.</p> <p>The date portion of samples.collect_date.</p>	MM/DD/YYYY. Zero filled as needed.
Received Date	<p>Date the sample was received.</p> <p>The date portion of Samples.receive_date.</p>	MM/DD/YYYY. Zero filled as needed.
Report Date	<p>Date the final report of results was generated.</p> <p>Samples.report_date.</p>	MM/DD/YYYY. Zero filled as needed.
Receiver Initials	No longer needed so the field can be just "". It was used to place the initials in the footer of the Final Report. The report no longer uses these initials.	Alphanumeric
Hitachi Operator Initials	No longer needed so the field can be just "". It was used to place the initials in the footer of the Final Report. The report no longer uses these initials.	Alphanumeric
Confirm Initials	No longer needed so the field can be just "". It was used to place the initials in the footer of the Final Report. The report no longer uses these initials.	Alphanumeric
Report Comment	<p>Any free text comment that appears on the final report.</p> <p>This is a concatenation of the comments from the footnotes table.</p>	Alphanumeric

The information in this document is confidential and proprietary to
 San Luis Obispo County Drug and Alcohol Services
 Page 3 of 9

Header Record Layout		
Field Name	Description	Format
	that are sample level comments. This can also include the text from any receiving codes that are to be reported.	
Data Entry Source	<p>Specifies where the specimen information came from. Valid values are:</p> <p>"W" – Web Shipping List "S" – Other Shipping List "H" – Hand entered, not from a Shipping List</p> <p>This flag determines how much effort is made by Web Tox or the UT System to match the results to a specimen. A "W" returned to Web Tox means that the Req # is sufficient to match the specimen. A "H" requires more fields to match before the results are considered to belong to a particular specimen. If there is no viable match then the results are considered to be for a non-existing specimen and a new specimen record is created.</p> <p>There does not appear to be a good place to store this information in Horizon. Therefore, it will probably need to be stored in aux_data.</p>	Char (1)
Collected Time	Any valid time format is allowed.	Alphanumeric

Result Record

Each Result Record contains information for one test result. There will be multiple result records for each header record. A test can have multiple results. There is always a primary result that is always identified with a Result Code of 000. Additional results may also appear which provide more specific information about the primary result. For

The information in this document is confidential and proprietary to
San Luis Obispo County Drug and Alcohol Services
Page 4 of 9

example, a positive amphetamine result would generally include an additional result identifying the amphetamine as either methamphetamine or amphetamine. An additional result is typically a pre-defined comment that the Web Tox and UT System retrieve from their databases using the Test Code and Result Code and add to the Final Report.

Field Definitions follow:

Result Record Layout		
Field Name	Description	Format
Record Type	Identifies type of record	Always R
Accession	Unique identifier for each sample. Links result records to their corresponding header record. This is lab_sample_id from the Horizon permanent_ids table that is retrievable using the HSN.	YYTMMDD-#### Year, Month, Day followed by a sequential number (00001-99999). The sequential number is formatted as 5 digits with leading zeroes.
Test Code	The internal code identifying the test. The name of the test is identified in the corresponding definition record. Test Code is converted from acode in the table sample_drugs.	Three alphanumeric characters
Result Code	The internal code identifying the result. The name of the result is identified in the corresponding definition record. A result code of 000 indicates the primary result for a test. There can be more than one result for a test with the additional results providing more specific information about the primary result. A Result Code that is not "000" references a canned comment. In the Paradox Tox System, the canned comments are in vtestcmmr.	1 - 3 alphanumeric characters
Result	The test result. Most results will be either "Positive" or "Negative" but numeric results can appear also. For example, THC would have a numeric result. Web Tox does not interpret this value it merely reports it as is. Sample_drugs.result call description or if numeric sample_drugs.result nbr.	Alphanumeric

The information in this document is confidential and proprietary to
San Luis Obispo County Drug and Alcohol Services

Page 5 of 9

Result Record Layout		
Field Name	Description	Format
	Look at drugfm3.sql to see how to handle this.	
Result Flag	<p>Positive/Negative Indicator or Numeric Range Indicator</p> <p>Currently, the following flags are in use: "- " Result is Negative (<i>minus plus space</i>) "+ " Result is Positive pending confirmation (<i>minus plus space</i>). This flag will not be used unless partial results are allowed. "++" Result is Positive</p> <p>The following flags apply to Creatinine only currently: "N" Normal "L" Low "VL" Very Low</p> <p>This is converted from sample_drugs.result_call</p>	2 Alphanumeric characters

Control Record

There will be exactly one control record at the end of each file. It provides various record counts so the file can be checked for completeness. In addition, several dates are included which indicate what results should be included. Web Tox and UT System currently ignore this control record.

Field definitions follow:

Control Record Layout		
Field Name	Description	Format
Record Type	Identifies type of record	Always C
Definition Record Count	Number of definition records in	Numeric

The information in this document is confidential and proprietary to
 San Luis Obispo County Drug and Alcohol Services

Page 6 of 9

Control Record Layout		
Field Name	Description	Format
	current file	
Header Record Count	Number of Header records in current file	Numeric
Result Record Count	Number of result records in current file	Numeric
Total Record Count	Total number of records in current file including the control record	Numeric
Beginning Accession Date	Starting date in Accession Date Range used to look for results	MM/DD/YYYY zero filled
Ending Accession Date	Ending date in Accession Date Range used to look for results	MM/DD/YYYY zero filled
First Result Date	First date in Accession Date Range where Results were found	MM/DD/YYYY zero filled
Last Result Date	Last date in Accession Date Range where Results were found	MM/DD/YYYY zero filled
Created Date	Date the data file was created	MM/DD/YYYY zero filled
Created Time	Time the data file was created	HH:MM:SS 24-hour time

Overall File Structure

Each line in the file is terminated by a linefeed/carriage return combination. The field separator is a comma with each field enclosed in quotes.

The download file records are arranged in the following order:

- Definition Record (1 or more)
- Header Record
- Result Record (1 or more for each Header Record)
- Repeat for all available specimens
- Control Record (always last record in file)

Sample Data File

The information in this document is confidential and proprietary to
San Luis Obispo County Drug and Alcohol Services

Page 7 of 9

The following is a sample of a data file. The header records ("H") are generally word wrapped in the sample below but are a single line in an actual data file. The sample includes results for four specimens from two different agencies.

[illegible]

Result File Format Concluding Notes

This style of data file has been used for previous projects quite successfully. It has the advantage of being flexible and extendible. For example, the definition records could easily be extended to include additional system update information.

With regards to the data file, the filename for account 1111 (*this account number is currently reserved for use with Web Tux*) is 1111data.as¹. The format is agency account number followed by *data.as* (####data.as). RTL now uses up to 6 digits for an account number. As such, for any account number with more than 4 digits, the filename format is

¹ An ".ask" extension is used for export files that are not for either Web-Tox or the UT System.

The information in this document is confidential and proprietary to
San Luis Obispo County Drug and Alcohol Services

#####da.asc. If account 123435 is converted to six digits as 012345 then the data file will be 012345da.asc. The filename is limited to DOS naming conventions for greater compatibility with other computer systems.

Results can be emailed to a specified email address. The results file is attached to the email.

As an alternative, a download routine is in operation as a closed bulletin board system. You supply a User Name (for account 1111 it might be *AGENCY 1111*) and a password of eight characters. If the name and password are correct, one option is then offered, [G]et Test Results. The file to be transferred is determined by who logged in. A transfer method is then selected (such as *zmodem* or *kermit*), your data is transferred to your computer and we hang up.

If there are no test results to be downloaded, a data file is still downloaded but it consists solely of a Control Record as follows:

"C",0,0,0,1,"", "", "", "", "05/18/2001", "13:48:30"

Where the date and time is the time of the download and the record counts indicate there are no definition, header or results records and a total of one record in the file, the control record.

As soon as a download completes successfully the current data file is deleted. Thus, if you successfully download twice in the same day when results are present, the following occurs: The first time, you will receive a *1111data.as* file with results in it. The second time, you will receive another *1111data.as* file with no results in it. This second file will overwrite the first file. Therefore, it is important to move or rename the download file you receive if you do not process the file before the next download. Results for multiple accounts can be included in one result file in any reasonable combination. Thus, the file *1111data.as* can contain the results for all the related accounts.

APPENDIX 2 PRICE SCHEDULE

Pricing Schedule San Luis Obispo County

Laboratory Drug & Alcohol Testing Services – Urine (Non-Esoteric)

URINALYSIS STANDARD PANELS

DRUG(S)	DESCRIPTION	PANEL CODES	SCREENING METHODOLOGIES	PRICE PER TEST
1	One Drug Standard Lab Panel (Includes any single drug listed in the Seven Drug Lab Panel, as well as PCP and Methadone, when run in conjunction with a Seven Drug Lab Panel)	Varies by Drug	EIA	\$0.25
1	Oxycodone (Screen Only)	098	EIA	\$1.00
1	Buprenorphine (Screen Only)	092	EIA	\$5.00
7	Seven Drug Standard Lab Panel (Alcohol, Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Opiates, and THC)	P08	EIA	\$3.75

Drugs available for standard panels include: Alcohol, Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Methamphetamine (including Ecstasy), Opiates, and Marijuana (THC). Screening and confirmation methodologies, as well as cutoff levels, vary by drug or metabolite and are subject to change at RTL's discretion. Panel codes are also subject to change.

URINALYSIS CONFIRMATION

DESCRIPTION	TEST CODE	PRICE PER TEST
GC-MS or LC-MS/MS Confirmation for Standard Drugs – cost per drug	9XXX	\$8.00
GC-FID Alcohol Confirmation	5047	\$8.00

* Drugs available for confirmation include: Alcohol, Amphetamines, Barbiturates, Benzodiazepines, Buprenorphine, Cocaine, Methadone, Methamphetamines (including Ecstasy), Opiates, Oxycodone, PCP, Propoxyphene, and Marijuana (THC). Confirmation and methodologies, as well as cutoff levels, vary by drug or metabolite and are subject to change at RTL's discretion. Panel codes are also subject to change.

URINALYSIS ESOTERIC TESTS

DESCRIPTION	TEST CODE	SCREENING METHODOLOGIES	PRICE PER TEST
Ethyl Glucuronide/Ethyl Sulfate (EtG/EtS) – screened by immunoassay and confirmed by LC-MS/MS.	647	EIA	\$15.00
Synthetic Cannabinoids (K2/Spice) Premium Panel – tests for 30 different parent drugs/metabolites.	8474	LC-MS/MS	\$35.00
Designer Stimulants (Bath Salts) Expanded Panel – tests 21 different parent drugs/metabolites. Confirmed by GC-MS or LC-MS/MS.	P80	GC-MS	\$35.00
Comprehensive Panel (Automatic confirmation for additional fee of \$20.00 per drug)	P40	Varies by Drug	\$55.00
Steroid Testing	5550	GC-MS	\$50.00
GHB	5503	GC-MS	\$45.00
Fentanyl	5504	GC-MS	\$45.00
Carisoprodol (SOMA)	2267	EIA	\$11.00
Pregnancy Test	SP71	EIA	\$5.00

Laboratory Drug & Alcohol Testing Services – Oral Fluids

ORAL FLUID COLLECTION DEVICE

DESCRIPTION	PART NUMBER	PRICE PER DEVICE
Quantisal Oral Fluid Collection Device – purchase of device required in order to perform oral fluid test	2101001	\$1.75

ORAL FLUID PANELS

DRUG(S)	DESCRIPTION	Screen Only		GC-MS OR LC-MS/MS Confirmed	
		PANEL CODES	PRICE PER TEST	PANEL CODES	PRICE PER TEST
6	Six Drug Standard Oral Fluid Panel	N/A	N/A	9501, 9503, 9518	\$8.00
7	Seven Drug Standard Oral Fluid Panel	9505, 9513, 9514, 9515, 9516	\$8.00	N/A	N/A

Drugs available for standard panels include: Amphetamines, Benzodiazepines, Cocaine, Methadone, Methamphetamine (including Ecstasy), Opiates, PCP, and Marijuana (THC). Screening and confirmation methodologies, as well as cutoff levels, vary by drug or metabolite and are subject to change at RTL's discretion. Panel codes are also subject to change.

**Pricing Schedule
San Luis Obispo County**

Laboratory Drug & Alcohol Testing Services - Oral Fluids (Cont.)**ORAL FLUID CONFIRMATION**

DESCRIPTION	TEST CODE	PRICE PER TEST
GC-MS or LC-MS/MS Confirmation – cost per drug, to be used for Screen Only Panels	N/A	\$12.50

Court Representation/Testimony/Support**FEES**

DESCRIPTION	PRICE PER DAY
In-Court Testimony	\$700.00 + Travel, a daily meal per diem and hotel costs not to exceed the county and state rates, and any other related travel cost.
Written Affidavits/Telephonic Testimony	No additional cost

Laboratory Shipping & Supplies

RTL provides all necessary laboratory urine testing specimen collection and shipping supplies to its clients at no additional cost. Laboratory supplies are sent in three (3) month increments, based on Customer's historic lab volumes.

PART NUMBER	DESCRIPTION	Unit Price
031215	60 ml Urine Collection Bottle with Built-In Temp Strip	\$0.00
031234	90 ml Urine Collection Bottle with Built-In Temp Strip	\$0.00
031341	Specimen baggies with absorbent material	\$0.00
Varies	Preprinted Chain of Custody forms/labels	\$0.00
118211	Security Seals	\$0.00
039030	FedEx overnight shipping labels	\$0.00
031011	Large Ziploc bags for shipping through FedEx	\$0.00
031210	FedEx lab pack	\$0.00
039037	UPS shipping box	\$0.00
031279	UPS overnight shipping labels	\$0.00
039032	UPS padded pack	\$0.00
039034	UPS lab pack	\$0.00
031219	U.S. mailer box – One 60 ml Urine Collection Bottle	\$0.00
031220	U.S. mailer box – Two 60 ml Urine Collection Bottles	\$0.00
031222	U.S. mailer box – Two 90 ml Urine Collection Bottles	\$0.00

Lab Supply Shipping & Handling

Outbound lab supply orders will be shipped at no charge for ground service delivery. Expedited shipping of supplies will be charged on an 'at cost' basis. All items shipped FOB Shipping Point.

Specimen Shipment to RTL

Next day air service of inbound specimens sent to RTL for testing is provided at no charge; however, it is requested that five (5) or more urine and/or oral fluids specimens are sent in each FedEx overnight shipment. Any combination of urine and/or oral fluids devices may be shipped together via FedEx overnight service.

**Pricing Schedule
San Luis Obispo County**

On-Site Drug & Alcohol Screening Devices**PANEL-DIP SUBSTANCE ABUSE TEST DEVICE**

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
Varies	1	Panel Dip - 1 Drug	\$0.37	\$9.25
011020178	1	Panel Dip - Buprenorphine	\$0.80	\$20.00
Varies	2	Panel Dip - 2 Drug	\$0.74	\$18.50
Varies	3	Panel Dip - 3 Drug	\$0.96	\$24.00
Varies	4	Panel Dip - 4 Drug	\$1.25	\$31.25
Varies	5	Panel Dip - 5 Drug	\$1.35	\$33.75
Varies	6	Panel Dip - 6 Drug	\$1.80	\$45.00
Varies	10	Panel Dip - 10 Drug	\$2.95	\$73.75
Varies	12	Panel Dip - 12 Drug	\$3.72	\$93.00

ICUP SUBSTANCE ABUSE TEST DEVICE

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
Varies	5	ICup - 5 Drug w/adulteration	\$2.50	\$62.50
Varies	6	ICup - 6 Drug w/adulteration	\$2.75	\$68.75
Varies	8	ICup - 8 Drug w/adulteration	\$3.20	\$80.00

INTEGRATED CUPS II SUBSTANCE ABUSE TEST DEVICE

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
011022001	4	EZ CUP II - 4 Drug	\$2.65	\$66.25
Varies	5	EZ CUP II - 5 Drug w/adulteration	\$2.75	\$68.75
Varies	6	EZ CUP II - 6 Drug	\$3.00	\$75.00
011022008	8	EZ CUP II - 8 Drug	\$3.45	\$86.25
011021985	10	EZ CUP II - 10 Drug	\$3.80	\$95.00
011022096	12	EZ CUP II - 12 Drug	\$5.00	\$125.00

ORAL FLUID DRUGS OF ABUSE

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
011022024	5	IScreen Oral Fluid Device - 5 Drug -- FFUD*	\$4.85	\$121.25
011022025	6	IScreen Oral Fluid Device - 6 Drug -- FFUD*	\$5.00	\$125.00
015770105	6	Oratect Oral Fluids Device -- 6 Drug -- 510(k) cleared	\$11.00	\$275.00
Varies	6	OrAlert Oral Fluid Device - 6 Drug -- FFUD*	\$6.00	\$150.00

*FFUD -- For Forensic Use Only

Please refer to RTL's Product List for a full overview of available devices with product numbers.

**Pricing Schedule
San Luis Obispo County**

On-Site Drug & Alcohol Screening Devices (Cont.)***SALIVA/BREATH ALCOHOL PRODUCTS***

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
013620001	N/A	Instant Alcohol Saliva Test Strip -- FFUD*	\$0.75	\$18.75
015320020	N/A	Breath Alcohol Device .02 (20/box)	\$2.05	\$41.00

REDISMOKE, PREGNANCY & ADULTERATION

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
011021950	N/A	Urine Pregnancy Cassette (40/box)	\$0.94	\$37.60
011021910	7	One Step Validity Test (Seven Parameter)	\$0.85	\$21.25

COLLECTION SUPPLIES

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
031234	N/A	90 ml Urine Collection Bottle with Built-In Temp Strip	\$0.022	N/A
031380	N/A	6.5 oz/ Graduated Beaker	\$0.10	N/A
031253	N/A	Temperature Strip	\$0.06	N/A

*FFUD -- For Forensic Use Only

Please refer to RTL's Product List for a full overview of available devices with product numbers.

Device Order Shipping & Handling

Device orders will be shipped at no charge for ground service delivery. Expedited shipping of device orders will be charged on an 'at cost' basis. All items shipped FOB Shipping Point.